must be payable unconditionally and at some fixed period of time. *Walker v. Woolen,* 54 Ind. 164. And the writers say, that if a note contains a provision that the payee or his assigns may extend the time of payment, its negotiability is destroyed. *Daniel on Negotiable Inst.* 5th Ed. p. 49. Nearly all the courts hold that such a provision in a note destroys its negotiability. *Second National Bank v. Wheeler,* 75 Mich. 546; *Woodbury v. Roberts,* 59 Ia. 348. But contrary to the weight of authority, it has been held in one jurisdiction, that such a provision does not destroy the negotiability of a note. *City National Bank v. Goodloe-McClelland Com. Co.,* 93 Mo. App. 123.

BILLS AND NOTES—PRESENTMENT FOR PAYMENT—PRESENTMENT BY TELEPHONE.—GILPIN V. SAVAGE, 112 N. Y. SUPP. 802.—Where a note was made payable at the home of the maker on a certain street, and at maturity he was called up there by telephone and asked what he was going to do about it, and replied that he could not pay it, and was informed that the note would be protested, *held,* that the demand over the telephone was a sufficient presentation for payment, the statutory right of the maker to the exhibition of the note being waived by his failure to insist thereon.

It is well settled that the right to an actual presentment of the note when payment is demanded is waived by failure to ask for it, and declining to pay the note on other grounds than its non-presentment. *Waring v. Betts,* 90 Va. 46. And it has always been the rule that where a bill or note is made payable at a particular place, it is necessary that the demand of payment should be made at the place specified. *Smith v. McLean,* 4 N. C. 509. That a demand over the telephone connected with the place specified is a proper demand, is the subject of judicial decision for the first time in the case at hand. But though there is no previous direct authority for this decision, it is quite consistent with decisions in other cases in which the courts have recognized the telephone as a business necessity. *Wolfe v. Mo. Pac. R. Co.,* 97 Mo. 473; *Nat. Bank v. Smith,* 21 Pa. Co. Ct. 1.

CARRIERS — INJURIES — PERSON ACCOMPANYING PASSENGER.— COLE'S ADMINISTRATOR V. CHESAPEAKE & O. RY. CO., 113 S. W. (KY.) 822.—*Held,* a carrier is not liable for the death of one who falls from a moving train after accompanying a passenger into the car, in the absence of evidence that its servants had either actual or constructive notice that deceased intended to leave the train and did not intend to take passage thereon.

One who goes to a train in charge of a lady and child, is entitled to sufficient time to enable him to escort her to a seat and to then leave the train, and the railway company is liable for injuries sustained by him where the employees failed to notify him to get off. *Doss v. Mo. K.,* 59 Mo. 270. A person who boarded a train merely to assist another to a seat, must give notice of his intention to get off in order to hold the company liable for not giving him time to get off. *Dillingham v. Pierce,* 31 S. W. 203 (Tex.); *Yarnell v. K., C., Ft. S. & M. Ry. Co.,* 113 Mo. 520.

CONSTITUTIONAL LAW—EQUAL PROTECTION OF THE LAW.—CORRIGAN V. KANSAS CITY, 111 S. W. 115.—The charter of the city of Kansas City